



**CITY OF TUCSON**  
REQUEST FOR PROPOSAL

226017

MOBILE COMPUTING SOLUTIONS

Due Date: Thursday, June 9, 2022

City of Tucson

255 W Alameda St

Tucson, AZ 85701

Procurement portal

<https://secure.procurenow.com/portal/tucson-az>

Public Portal <https://secure.procurenow.com/portal/tucson-az/projects/17227>

PUBLISH DATE: April 28, 2022

CITY OF TUCSON  
BUSINESS SERVICES DEPARTMENT  
SHARED SERVICES PROCUREMENT DIVISION  
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701

**REQUEST FOR PROPOSAL NO. 226017**  
Page 2 of 47  
RESPONSIBLE CONTRACT OFFICER: Casey Adams  
PH: (520) 837-4128

**Attachments:**

**A - OFFER AND ACCEPTANCE**

**F - OMNIA Partners Solicitation Attachment**

**G - 226017 Price Page**

## **A. NOTICE**

### **A.1. CITY OF TUCSON**

NOTICE OF REQUEST FOR PROPOSAL NO 226017

TITLE: Mobile Computing Solutions

SUBMITTAL DUE DATE: Thursday, June 9, 2022 AT 2:00 P.M. LOCAL AZ TIME

PRE-SUBMITTAL CONFERENCE DATE: Monday, May 9, 2022

TIME: 10:00 am LOCAL AZ TIME

LOCATION: Microsoft Teams

QUESTIONS SHALL BE DIRECTED TO: Casey Adams  
(520) 837-4128  
casey.adams@tucsonaz.gov

Posted Date: Thursday, April 28, 2022

Competitive sealed offers for the material or service specified in this solicitation must be submitted through the City's online bidding system. No late submitted offer will be accepted or considered. Responses submitted in physical form or by facsimile or email will not be considered. Offerors are cautioned to commence the submittal process sufficiently ahead of time to allow for unanticipated delays resulting from things like a slow internet connection, internet outage, difficulty uploading large documents, differing system requirements, etc.

Questions about this solicitation must be addressed to the responsible Contract Officer listed herein.

## **B. INTRODUCTION**

### **B.1. Summary**

The City of Tucson (“The City”) is soliciting proposals from qualified firms to provide a Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services, to be delivered to various locations throughout the City of Tucson. Public Safety solutions for Tucson Police Department and Tucson Fire Department is the primary focus for the eventual contract with potential participation by other City departments like Tucson Water and General Services. Therefore, a comprehensive and varied offering of products and services will be needed to meet the diverse operations of the City.

### **B.2. Background**

The City of Tucson, as the Principal Procurement Agency, has partnered with OMNIA Partners, Public Sector (“OMNIA Partners”) to make the resultant contract (also known as the “Master Agreement” in materials distributed by OMNIA Partners) from this solicitation available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (“Public Agencies”), through OMNIA Partners’ cooperative purchasing program. The City of Tucson is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with OMNIA Partners (a “Participating Public Agency”) and by using the Master Agreement, any such Participating Public Agency agrees that it is registered with OMNIA Partners, whether pursuant to the terms of a Master Intergovernmental Cooperative Purchasing Agreement, a form of which is attached hereto on Omnia Partners Attachment, or as otherwise agreed to. Omnia Partners Attachment contains additional information about OMNIA Partners and the cooperative purchasing program.

OMNIA Partners is the largest and most experienced purchasing organization for public and private sector procurement. Through the economies of scale created by OMNIA Partners public sector subsidiaries and affiliates, National IPA and U.S. Communities, our participants now have access to more competitively solicited and publicly awarded cooperative agreements. The lead agency contracting process continues to be the foundation on which we are founded. OMNIA Partners is proud to offer more value and resources to state and local government, higher education, K-12 education and non-profits.

OMNIA Partners provides shared services and supply chain optimization to government, education and the private sector. With corporate, pricing and sales commitments from the Supplier, OMNIA Partners provides marketing and administrative support for the Supplier that directly promotes the Supplier products and services to Participating Public Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis. Participating Public Agencies benefit from pricing based on aggregate spend and the convenience of a contract that has already been advertised and publicly competed. The Supplier benefits from a contract that generally allows Participating Public Agencies to directly purchase goods and services without the Supplier’s need to respond to additional competitive solicitations. As such, the Supplier must be able to accommodate a nationwide demand for services and to fulfill obligations as a nationwide Supplier and respond to the OMNIA Partners documents (Omnia Partners Attachment).

The City of Tucson anticipates spending approximately \$900,000 over the full potential Master Agreement term for Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services . While no minimum volume is guaranteed to the Supplier, the estimated annual volume of Mobile Computing Solution Including Ruggedized Laptops, Tablets, Accessories and Related Technology Products and Services purchased under the Master Agreement through OMNIA Partners is approximately \$8,000,000. This projection is based on the current annual volumes among the City of Tucson, other Participating Public Agencies anticipated to utilize the resulting Master Agreement to be made available to them through OMNIA Partners, and volume growth into other Public Agencies through a coordinated marketing approach between the Supplier and OMNIA Partners.

### **B.3. Contact Information**

**Casey Adams**

Senior Contract Officer

Email: [casey.adams@tucsonaz.gov](mailto:casey.adams@tucsonaz.gov)

Phone: [\(520\) 837-4128](tel:(520)837-4128)

**Department:**

Business Services

### **B.4. Timeline**

<b>Release Project Date</b>	April 28, 2022
<b>Pre-Proposal Meeting (Non-Mandatory)</b>	May 9, 2022, 10:00am <a href="#">Agenda</a>  Microsoft Teams
<b>Question Submission Deadline</b>	May 27, 2022, 2:00pm
<b>Proposal Submission Deadline</b>	June 9, 2022, 2:00pm

## **C. SCOPE OF WORK**

### **C.1. General Requirements**

- A. **QUALIFIED VENDORS:** Offerors should meet the minimum qualifications:
1. Be an authorized reseller or manufacturer.
  2. Have a strong national presence in the computer industry.
  3. Have a distribution model capable of delivering products nationwide.
  4. Have a demonstrated national sales presence.
  5. Be able to meet the minimum requirements of the cooperative purchasing program detailed herein.
  6. Be able to provide the full range of products and services to meet the demands of the City and all agencies that opt to participate in the cooperative purchasing program with the City.
- B. **ORDERING:** Although the City is open to alternate ordering methods, the primary methods for customers placing orders with the Contractor is through the following:
1. Online
  2. Telephone
  3. Email
- C. **DELIVERY REQUIREMENT:** Contractor agrees to deliver all products to the desktop of the ordering customer. In many cases within the City, the Contractor may be asked to deliver all goods to the front counter within a given department.
- D. **USAGE REPORT:** The Contractor shall provide an electronic copy of a usage report upon request to the Agency Department of Procurement. The report shall provide complete information on the items purchased under this Contract. At a minimum for each item sold, the report should list the manufacturer name, model number, part number, serial number, item description, quantity sold and total spend by department, division, ordering entity, etc.
- E. **WAREHOUSING, DISTRIBUTION AND SALES FACILITIES:** The product specified in this solicitation is dependent upon an extensive manufacturer-to-customer supply chain distribution system. In order to be considered for award, each potential contractor is required to provide proof of an extensive distribution system.
- F. **WARRANTY:** Offeror shall warrant that all equipment and parts furnished in their offer are newly manufactured and free from defects in material and workmanship for no less than (3) three year from the date the equipment is delivered or installed. Warranty shall also guarantee accepted trade standards of quality, fitness for the intended uses, and conformance to promises or specified specifications in addition to temperature and humidity variations. No other express or implied warranty shall eliminate the vendor's liability as stated herein.

## C.2. Product Requirements

### A. RUGGED DEFINITIONS:

1. Ultra-Rugged: Designed to meet precise specifications for military use and are made to handle the harshest environmental conditions. An ultra-rugged laptop can be left out in a sandstorm, frozen in a blizzard or sent on a vibrating rocket into space without any detrimental effects. All products being offered shall meet or exceed the specifications defined in the most recent Department of Defense Test Method Standard as Military Grade. Most recent document is MIL- STD-810G 31 OCTOBER 2008. In addition, equipment offered and tested by the City shall function in extreme heat temperature of 150 degrees and wet, rainy, humid environments and a drastic change from to dry to humid as occurs in Tucson during the wet months. The device will allow for precise daylight and night readability without glare.
2. Fully-Rugged: Designed from the inside-out to work in extreme temperatures, to be resistant to being dropped, to resist shocks and vibrations and to be dustproof and waterproof. A fully- rugged laptop may have a solid state hard drive.
3. Semi or Business-Rugged: Withstands harsh temperatures as well as extreme vibration such as in a vehicle riding over rough terrain. It can also handle some water on the keyboard. Semi- rugged laptops are typically regular laptops with better cases, rubber-mounted hard drives and spill-proof keyboards.

### B. PRODUCT CATEGORIES: A complete and comprehensive line of technical product and service solutions including, but not limited to, the following:

1. Ruggedized Laptops: Components include touchscreens, solid state drives, vibration resistant/control, bezels, heat resistant, water resistant,
  - a. Ultra-rugged
  - b. Fully-rugged
  - c. Semi or Business-rugged
2. Ruggedized Tablets: Touchscreens must be useable with latex or other medical gloves and q-tips, keyboard film, sanitization resistant, stylus secured to tablet.
  - a. Ultra-rugged
  - b. Fully-rugged
  - c. Semi or Business-rugged
3. Accessories including but not limited to the following categories
  - a. vehicle mounts
  - b. desktop replicators
  - c. docking stations
  - d. batteries
  - e. battery chargers



- f. memory cards
  - g. external drives
  - h. extended warranties to include batteries
  - i. keyboards
  - j. keyboard covers
  - k. backlit keyboards
  - l. stylus
  - m. solid state drives
  - n. cases
  - o. touchscreens
  - p. aircard
  - q. cooling devices
  - r. Peripherals
  - s. other
4. Ancillary Products (includes 3rd Party products including but not limited to the following Ancillary products that complement and are associated with the proposed product lines.
- a. cradlepoint
  - b. antennas
  - c. other
  - d. Other Technology Product Categories (list each category with a brief description)
- C. **CURRENT PRODUCTS:** All products being offered in response to this solicitation shall be in current and ongoing production; shall be formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation. Newer versions released may be proposed during the term of the contract.
- D. **DEFECTIVE PRODUCT:** All defective products shall be replaced and exchanged by the Contractor. The cost of transportation, unpacking, inspection, re-packing, re-shipping or other like expenses shall be paid by the Contractor. All replacement products must be received by the City within seven (7) days of initial notification regardless of whether or not defective product has been received by contractor.
- E. **PRODUCT/RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting product purchased from this contract, a notice shall be sent to the Contract Representative. It shall be the responsibility of the contractors to assure that all recall notices are sent directly to the agencies Contract Representative.
- F. **PRICING:** Pricing shall be provided in the format of a discount off Suggested Retail Price (SRP) with the ability to provide discounts based on large quantity and large dollar spend. Because the “technology marketplace” is one of rapid change with new products and revisions

coming into the marketplace on a regular basis, it is required that a verifiable pricing formula or guaranteed discount matrix be included with the response. This formula will provide a method of determining the price of future configuration. In the event a product is discontinued, Vendor will provide a product of the same or greater functionality, utilizing the proposed discount structure. In addition, Vendor must notify the City in writing within 180 days of End of Life on all models.

- G. SALES PROMOTIONS: In addition to decreasing prices for the balance of the Contract term due to a change in market conditions, a Contractor may conduct sales promotions involving price reductions for a specified lesser period.
- H. PRODUCT DEMONSTRATIONS: The City will conduct product demonstrations with those Offerors who proceed to this phase of the evaluation process. **The Offerors proposed products may be tested during a minimum 30-day window. The test time will start upon completion of vehicle installation, if applicable.** Offerors shall provide a specified quantity (to be determined later) of each proposed product for testing in the Tucson work environment. Demo products will be installed in law enforcement automobiles and motorcycles, in Fire and EMT vehicles, and field crew vehicles. The tests will document the performance of the proposed products in the actual work environments of staff, which includes inclement weather where extreme temperature changes exist. Temperatures inside vehicles can reach over 150 degrees, outdoor temperatures can reach 115 degrees and be very wet and humid due to the monsoon season. Staff shall document the functionality of the products and any issues that are experienced. Proposed products, including installation and removal, must be provided to City at no cost.
- I. See below for a list of the equipment currently in use in the City of Tucson. Demo products will not be limited to only these types of equipment, and this list is being provided solely to give offerors an indication of the type of equipment currently in use.

### C.3. Equipment Currently in Use by the City of Tucson

Department Manufacturer Model Number Installed Quantity Installed in Vehicle Type

Tucson Fire Panasonic CF31 130 MDTs  
Tucson Fire Panasonic CF19 74 ePCR  
Tucson Fire Panasonic FZ-G1/CF20 30 Fire Inspector  
Tucson Fire Havis DS-GTC-801-3  
Tucson Fire Gambler Johnson 7160-0568

#### NOTES:

CF31 - MDTs installed on Engines, Ladders, Ladder Tenders, Paramedic Units, F150, F250, F350  
CF19 - Reporting software/ePCR for use on Engines, Ladders, Ladder Tenders, Paramedic Units, F150, F250, F350  
FZ-G1 - Fire Inspector reporting tablet  
DEMO UNITS: 3 MDTs, 3ePCRs and 3 Inspector units.

Department Manufacturer Model Number Quantity Vehicle Type

Tucson Police Panasonic CF20 47 Motorcycles

Tucson Police Panasonic CF54 1014 Patrol & unmarked units (SUVs and sedans) /Assigned to Individual detectives/Officers

Tucson Police Panasonic CF55 107 Patrol & unmarked units (SUV's and sedans)

Tucson Police Havis PS-PAN-421-2

#### **C.4. Service Requirements**

- A. SERVICE CATEGORIES: Offerors shall provide as many of the following associated services that are available through its distribution and sales network:
1. Financing or Leasing
    - a. Capital
    - b. Operating
    - c. Other
  2. Consulting
    - a. Public safety equipment needs assessment and recommendation for upcoming use case
    - b. Grant assessment and writing
    - c. Other
  3. Repairs
    - a. Onsite
    - b. Repair Facility
    - c. Other
  4. Installation:
    - a. Provide installation services.
  5. Protection Plus
    - a. List products.
    - b. Provide details.
  6. Extended Warranties
    - a. List products.
    - b. Provide details.
  7. Training and Education
    - a. Onsite

- b. Online
  - c. Offsite
8. Customer Support Services: The policies and procedures for:
- a. Replacements
  - b. Returns
  - c. Restocking charges
  - d. After hours service
  - e. After sales support
  - f. Out of stock
  - g. Order tracing
  - h. Technical feedback
  - i. Quality assurance for orders
  - j. Drop shipments
  - k. Online support
    - i. Customer
    - ii. Technical
  - l. Phone support
    - i. Customer
    - ii. Technical
  - m. Location, hours and staff quantity of call centers
  - n. other
9. Implementation
10. Misplaces or Stolen device location
11. Other Applicable Services. Value-add services not included in above categories.

## D. INSTRUCTIONS TO OFFERORS

### D.1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**City:** The City of Tucson, Arizona

**Contract:** The legal agreement(s) executed between City and the Successful Offeror(s). The Contract will be deemed to include all the conditions and requirements set forth in this RFP and any Amendments to the RFP, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the Proposal submitted by Offeror as finally negotiated and accepted by the City.

**Contractor/Consultant:** A Successful Offeror that enters into a Contract with the City.

**Contract Representative:** The City employee or employees who have been designated to act as the City contact for this solicitation process and who are responsible for monitoring and overseeing the Contractor's performance under the Contract.

**Business Services Director:** The contracting authority for the City, authorized to sign contracts and amendments thereto on behalf of the City.

**May:** Indicates something that is not mandatory but permissible.

**Offer:** Any proposal, statement of qualifications, bid, or other submission provided by an Offeror in response to this Solicitation.

**Offeror:** Each individual or entity that submits a submittal in response to this solicitation.

**Will:** The indicated party is promising to take the action or abide by the condition.

**Must:** The action or condition is required.

**Should:** Indicates something that is recommended but not mandatory. If the Offeror fails to provide recommended information, the City may, at its sole option, ask the Offeror to provide the information or evaluate the proposal without the information.

### D.2. PRE-SUBMITTAL MEETING

A Pre-Submittal Meeting will be held at the date and time stated on the cover page of this solicitation, if such a date and time is provided. Attendance at this meeting is not mandatory, but written minutes and/or notes regarding the meeting will NOT be provided, so attendance is encouraged. The purpose of this meeting will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position.

### D.3. INQUIRIES

Any questions about this solicitation or the proposed Contract must be presented at the Pre-Submittal Meeting, if there is one (see above), or submitted in writing, via email, or through the online bidding system, to the Contract Officer by the Question Submission Deadline. The email must refer to the solicitation number and the paragraph number of the provision that the question concerns. The Contract Officer may respond by email or may, if they deem it appropriate, address the question in a solicitation

Amendment. Offeror may not rely on oral interpretations or clarifications about the solicitation; only questions answered in an email by the Contract Officer or posted as a formal solicitation Amendment will be binding.

#### **D.4. ADDENDUM OF SOLICITATION**

Solicitation Addenda will be posted on the City's link to the online bidding website. Offeror is responsible for checking the webpage regularly for new solicitation addenda and must acknowledge each addendum to this solicitation in its submittal. Please note that vendors who have registered with the Business Services Department at <http://www.tucsonprocurement.com/OpenGov:Procurement> website and follow the City of Tucson will receive email notifications of solicitation addenda.

#### **D.5. UNDERSTANDING SCOPE OF WORK**

Before submitting a response to this solicitation, Offeror must familiarize itself with the Scope of Work, laws, regulations, physical conditions, and other factors affecting the obligations – including the expense and difficulty of fulfilling those obligations – that Offeror will have under the Contract if awarded to Offeror. No adjustment to the financial or other terms of the Contract will be justified by Offeror's failure to fully understand or appreciate the Contract requirements or other factors affecting Contract performance.

#### **D.6. PREPARATION OF SUBMITTAL**

- A. Form and Organization. Offeror's Submittal must be on the forms provided in this solicitation (as applicable). Supporting documentation must be arranged in a manner that follows and clearly refers to corresponding sections of the solicitation. Offeror may copy the submittal forms in order to complete them electronically but may not alter or rearrange them or change any paragraph designations.
- B. Confidential Information. Any information in its submittal that Offeror wishes to be treated as confidential must be clearly marked "CONFIDENTIAL."
- C. Proposal Contents. Offeror's submittal must contain a response to all sections of the solicitation and forms must be completed and any requested supporting documentation attached.
- D. Signatures. Offeror must include in their submittal signed copies of the Offer and Acceptance page. Any cover letter accompanying the proposal documents must be signed. Offeror must initial each erasure, interlineation or other modification in the submittal. The person signing and initialing on behalf of Offeror must be a person authorized to legally bind Offeror.
- E. Prices. Where a unit price is provided it will govern over any erroneous extension of the price.
- F. Time Periods. Periods of time, stated as a number of days, will be calendar days unless specifically stated otherwise.
- G. Accuracy. Mistakes in preparation of its submittal confers on Offeror no right to modify or withdraw its submittal after the Submittal Deadline.

- H. Cost of Preparation. The City will not reimburse Offeror for the cost of developing, presenting, submitting or providing any response to this solicitation.
- I. Subcontractors. Offeror must, in their submittal, list any subcontractors that it will utilize in the performance of the Contract if they are awarded the Contract and must describe their qualifications in detail.
- J. Incomplete Information. Failure to include all requested information may have a negative impact on the evaluation of Offeror's submittal.

## **D.7. PAYMENT DISCOUNTS**

Payment discount periods shall be computed from the date of receipt of the material/service or correct invoice, whichever is later, to the date City's payment warrant is mailed. Unless freight and other charges are itemized, any discount provided shall be taken on full amount of invoice. Payment discounts of twenty-one calendar days or more shall be deducted from the proposed price in determining the price points. However, the City shall be entitled to take advantage of any payment discount offered by a vendor provided payment is made within the discount period. The payment discount shall apply to all purchases and to all payment methods.

## **D.8. TAXES**

The City is exempt from federal excise tax, including the federal transportation tax. The City is not tax exempt from sales tax, etc.

## **D.9. PROPOSAL/SUBMITTAL FORMAT**

A proposal should be submitted on the forms and in the format specified in the RFP. Any information that the offeror requested to held as confidential information shall be clearly marked as such. The material should be in sequence and related to the RFP. The sections of the submittal should be organized, clearly identifiable, and should include a minimum of the following sections: the completed Offer and Acceptance Form, all signed Amendments, a copy of this RFP document, and the Offeror's response to the Evaluation Criteria including the completed Price Page. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

## **D.10. EXCEPTIONS TO CONTRACT PROVISIONS**

By submitting a submittal in response to this solicitation, Offeror is offering to enter into the Contract with the City. If Offeror wishes to modify any Contract terms and conditions, Offeror must, in its submittal, clearly identify the changes it is requesting. No requested modification will be deemed accepted by the City unless and until the City's Business Services Director or their designee expressly accepts it in writing.

## **D.11. PUBLIC RECORD**

Any documents submitted by Offeror in response to this solicitation will become the property of the City. Except as set forth below with respect to Confidential Information, the Submittal will be deemed to be a public record available for review by the public after the award notification.

## **D.12. CONFIDENTIAL INFORMATION**

The City is obligated to abide by the Arizona Public Records Law, A.R.S. §§ 39-101 through 39-161. If Offeror believes that any portion of its proposal, offer, specification, protest or correspondence contains information that is confidential and subject to being withheld from disclosure in the event that the City receives a public records request to which the record is responsive, Offeror must, when the record is submitted, provide the Contract Officer written notification of that fact. The records or portions of records that Offeror wishes to be treated as confidential must also be clearly marked "CONFIDENTIAL" on their face. Pricing will not be treated as confidential.

If the City, after award notification, receives a public-records request to which a Contractor record marked "CONFIDENTIAL" is responsive, City will notify Offeror in writing. Unless Offeror, within 10 days after the date of that notice, obtains and provides to City an order from a court of competent jurisdiction prohibiting the City from releasing the records, the City may release the records without any liability to Offeror.

## **D.13. CERTIFICATION OF NONCOLLUSION; CONFLICTS OF INTEREST**

By submitting a response, Offeror warrants that:

- A. Preparation and submission of the submittal did not involve collusion or other anti-competitive practices.
- B. Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with this solicitation.
- C. No person has been employed or retained to solicit or secure a Contract under this solicitation upon a promise of a commission, percentage, brokerage, or contingent fee.
- D. No member of the City of Tucson Mayor and Council or any employee of the City involved in this solicitation process has any financial interest in Offeror's firm.

The City may disqualify Offeror from further participation in the solicitation process if the City determines that Offeror has an actual or apparent conflict of interest or has engaged in any collusion or anti-competitive practices.

## **D.14. WHEN AND HOW TO SUBMIT PROPOSALS**

In order to be considered, Offeror must, no later than the Submittal Deadline, submit its response electronically through the City's online bidding system. Submittal instructions and online bidding system can be found at the following link: <https://www.tucsonprocurement.com/>

NOTE: THE ENTIRE PROPOSAL MUST BE IN "SUBMITTED" STATUS IN THE CITY'S ONLINE BIDDING SYSTEM IN ORDER TO BE CONSIDERED. RESPONSES THAT HAVE BEEN CREATED IN THE SYSTEM, BUT THAT ARE NOT IN "SUBMITTED" STATUS BY THE PROPOSAL SUBMITTAL DEADLINE WILL NOT BE CONSIDERED.



## **D.15. OFFER AND ACCEPTANCE PERIOD**

In order to allow for an adequate evaluation, the City requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the proposal due date and time.

## **D.16. WITHDRAWAL OF SUBMITTAL; BINDING OFFER**

By submitting a response to this solicitation, Offeror is offering to enter into the Contract with the City. Offeror may withdraw a submitted response at any time prior to the Submittal Deadline. Submittals can be withdrawn by clicking "unsubmit proposal" in the online bidding system.

## **D.17. DISCUSSIONS/CLARIFICATIONS**

The City may, at its discretion, conduct discussions with Offeror for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in Offeror's submittal in order to clarify the offer and assure full understanding of, and responsiveness to, solicitation requirements.

## **D.18. TAX OFFSET POLICY**

If applicable, in evaluating price proposals, the City shall include the amount of applicable business privilege tax, except that the amount of the City of Tucson business privilege tax shall not be included in the evaluation.

## **D.19. CONTRACT NEGOTIATIONS**

Exclusive or concurrent negotiations may be conducted with responsible offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

## **D.20. VENDOR REGISTRATION; BUSINESS LICENSE**

In order to be eligible for award of a Contract, Offeror must:

- A. Register with the City's Business Services Department. Registration can be completed at <http://www.tucsonprocurement.com/> by clicking on Vendor Services. Please note that email notifications of newly published solicitations and amendments will be provided to those vendors that select email as their preferred delivery method in their vendor record.
- B. Obtain a City of Tucson Business License or a written determination from the City's Business License Section that a license is not required. Application for a City Business License can be completed at <http://www.tucsonaz.gov/etax>. For questions contact the City's Business License Section at (520) 791-4566 or email at [tax-license@tucsonaz.gov](mailto:tax-license@tucsonaz.gov).

## **D.21. UPON NOTICE OF INTENT TO AWARD**

The apparent successful offeror shall sign and file with the City, within five (5) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

## **D.22. AWARD OF CONTRACT**

Notwithstanding any other provision of the Request for Proposal, the City reserves the right to:

- A. waive any immaterial defect or informality; or
- B. reject any or all proposals, or portions thereof; or
- C. reissue the Request for Proposal.

A response to this Request for Proposal is an offer to contract with the City based upon the terms, conditions and Scope of Work contained in the City's Request for Proposal. Proposals do not become contracts unless and until they are executed by the City's Business Services Director and the City Attorney. A contract has its inception in the award, eliminating a formal signing of a separate contract. All of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a Contract Amendment, or by mutually agreed terms and conditions in the Contract documents.

## **D.23. PROPOSAL RESULTS**

The name(s) of the successful offeror(s) will be posted on the Procurement Department's Internet site at <http://www.tucsonprocurement.com/> upon issuance of a Notice of Intent to Award or upon final contract execution.

## **D.24. PROTESTS**

A protest shall be in writing and shall be filed with the Business Services Director. A protest of a Request for Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;
- C. Identification of the Request for Proposal or Contract number;
- D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and
- E. The form of relief requested.

## **E. PROPOSAL EVALUATION REQUIREMENTS**

### **E.1. PROPOSAL EVALUATION CRITERIA – (listed in relative order of importance)**

- A. Method of Approach
- B. Price Proposal
- C. Qualifications & Experience

### **E.2. SHORTLIST**

The City reserves the right to shortlist the offerors on any of the stated criteria. However, the City may determine that shortlisting is not necessary.

### **E.3. INTERVIEWS**

The City may interview some or all of the offerors at any point during the evaluation process. If interviews are conducted, information provided during the interview process will be taken into consideration in the evaluation process.

### **E.4. ADDITIONAL INVESTIGATIONS**

The City may undertake any additional investigations it deems appropriate to evaluate the competence and financial stability of any offeror.

### **E.5. OTHER INFORMATION**

Information that evaluation committee members have about an offeror beyond what is provided in the offeror's proposal may be taken into consideration during the evaluation process.

### **E.6. PRICE PROPOSAL**

- A. **Tax Offset Policy.** If applicable under Section 28-18(6) or Section 28-17(7)(d) of the Tucson Procurement Code, the City will include the amount of all business privilege taxes other than the City's in evaluating price proposals.
- B. **Payment Discounts.** Any discounts offered by Offeror for payments made within 21 calendar days or more will be deducted from the proposed price in evaluating an offeror's price proposal. However, the City may take advantage of any early- or timely-payment discounts offered by a vendor. Any proposed payment discount will apply to all purchases and to all payment methods

### **E.7. CITY'S RIGHT TO WAIVE DEFECTS OR REJECT SUBMITTALS**

Notwithstanding any other provision of this solicitation, the City may:

- A. Waive any immaterial defect or informality; or
- B. Reject any or all submittals, or portions thereof; or
- C. Reissue the solicitation.

## **E.8. CONTRACT NEGOTIATIONS**

At the City's discretion, it may negotiate with one or more responsible offerors to agree upon the final conditions, terms and price of the Contract. In doing so, the City will treat offerors fairly and will not disclose to any offeror information from responses submitted by other offerors. Exclusive or concurrent negotiations do not constitute a contract award and do not confer any rights to the offerors participating in such negotiations. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into concurrent or exclusive negotiations with the next most qualified firm(s).

## **E.9. AWARD OF CONTRACT**

A Contract is created when, and only when, it is formally awarded, which occurs when the Business Services Director and the City Attorney sign the Offer and Acceptance page of the Successful Offeror's submittal. When a Contract is awarded, the City will send the Contractor a Notice of Award.

The City may first issue a Notice of Intent to Award to the Successful Offeror(s). Offeror, if it receives a Notice of Intent to Award from the City, must sign and file with the City, within five (5) days after receipt of the Notice, all documents necessary for execution of the Contract. A Notice of Intent to Award does not create a contract. Only a subsequent formal award, as described above, creates a Contract.

## **E.10. MULTIPLE AWARDS**

The City, at its sole discretion, may award multiple Contracts.

## **E.11. SUBMITTAL RESULTS**

After the City issues a Notice of Award, the City will post the name(s) of the Successful Offeror(s) on the Business Services Department's Internet site at <http://www.tucsonprocurement.com/>.

## **E.12. PROTESTS**

Any interested party, may, in accordance with Article IX of the Tucson Procurement Code, protest either this solicitation or the award of a Contract under this solicitation. A protest based on alleged improprieties in this solicitation must be filed no later than five (5) working days before the Proposal Submittal Deadline. A protest of a proposed or actual award must be filed no later than ten (10) calendar days after the City issues a Notice of Intent to Award or, if no Notice of Intent to Award is issued, after the City issues a Notice of Award.

A protest must be made in writing and filed with the Contract Officer. It must include:

- A. The name, address, and telephone number of the protestant;
- B. The signature of the protestant or its representative;

- C. The solicitation or Contract number;
- D. A detailed statement of the legal and factual grounds for the protest along with copies of all relevant documents; and
- E. The form of relief requested.

## **F. SPECIAL TERMS AND CONDITIONS**

### **F.1. COOPERATIVE PURCHASING**

Contractor will, when requested, provide goods and services at the same prices and under the same terms and conditions as set forth in this Contract to any public or nonprofit agency that, at the time of request, is registered with OMNIA Partners, Public Sector, has a Cooperative Purchasing Agreement with the City or participates in the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See [http://www.tucsonprocurement.com/coop\\_partners.aspx](http://www.tucsonprocurement.com/coop_partners.aspx) and click on "Cooperatives" for a list of agencies that have Cooperative Purchasing Agreements with the City; see <http://www.mesaaz.gov/home/showdocument?id=23638> for a list of agencies participating in SAVE. These lists are subject to change. Contractor may, however, negotiate with an agency for payment of additional out-of-pocket expenses that will be incurred by Contractor in providing goods and services to the agency (i.e., freight charges, travel related expenses, etc.).

Each participating agency that orders goods or services under this Contract as provided above is solely responsible for paying Contractor for those goods and services. The City is not responsible for any disputes arising out of transactions made by others.

### **F.2. FOB DESTINATION FREIGHT PREPAID**

Prices shall be FOB Destination Freight Prepaid to the delivery location designated. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

### **F.3. PRICE ADJUSTMENT**

The City will review fully documented requests for price adjustment after any Contract has been in effect for one (1) year. Any price adjustment will only be made at the time of Contract renewal and/or extension and will be a factor in the extension review process. The City will determine whether the requested price adjustment or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the Contract extension.

### **F.4. TERM AND RENEWAL**

The term of the Contract shall commence upon award and shall remain in effect for a period of two (2) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for three (3) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

## **G. INSURANCE REQUIREMENTS**

### **G.1. Required Insurance Policies**

Contractor will obtain and maintain during the entire term of this Contract the following insurance coverage from insurers that have an "A.M. Best" rating of not less than A-VII:

### **G.2. Commercial General Liability**

Policy must include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability with coverage limits no lower than:

Each Occurrence: \$1,000,000

General Aggregate: \$2,000,000

Products & Completed Operations Aggregate: \$2,000,000

Personal and Advertising Injury: \$1,000,000

Blanket Contractual Liability: \$1,000,000

### **G.3. Commercial Automobile Liability**

Policy must include bodily injury and property damage, for any owned, hired, and/or non-owned vehicles used in performance of work under this Contract, with a Combined Single Limit no lower than \$1,000,000.

### **G.4. Worker's Compensation. Policy must have coverage limits no lower than:**

**Policy must have coverage limits no lower than:**

Per Occurrence: Statutory

Employer's Liability: \$1,000,000

Disease Each Employee: \$1,000,000

Disease Policy Limit: \$1,000,000

[If Contractor is a Sole Proprietor, include this waiver provision under A.R.S. § 23-961(M). To determine whether the Contractor is a Sole Proprietor, please request the Sole Proprietor/Independent Contractor form from the Contract Officer listed in the solicitation.] I am a sole proprietor, and I am doing business as [name of sole proprietor business]. I am performing work as an independent contractor for the City of Tucson. I am not the employee of the City of Tucson for workers' compensation purposes, and, therefore, I am not entitled to workers' compensation benefits from the City. I understand that if I have any employees working for me, I must maintain workers' compensation insurance on them.

### **G.5. Professional Liability - Technology Errors & Omissions**

Each Claim: \$1,000,000

General Aggregate: \$2,000,000

## **G.6. Claims Made Insurance Coverage**

If any or part of the required insurance is written on a claims-made basis, any policy retroactive date must precede the date of the contract and the Contractor must maintain such coverage for a period not less than three (3) years following contract expiration, termination or cancellation.

## **G.7. Additional Insurance Requirements**

All Policies, excluding Employment Practices Liability and Professional Liability (Errors & Omissions), shall include or be endorsed to include the following provisions:

- A. A waiver of subrogation endorsement in favor of the City of Tucson, for losses arising from work performed by or on behalf of the Contractor (Including Worker's Compensation).
- B. The insurance afforded the contractor shall be primary insurance and that any insurance carried by the City of Tucson and its agents, officials or employees shall be excess and not contributory.
- C. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

## **G.8. Policy Change Notice.**

Contractor will give the City 10 days advance written notice before any of the above policies are changed in any manner that is inconsistent with the requirements of this Contract. The notice must be sent directly to the Procurement Division of the Business Services Department.

## **G.9. Additional Insured**

The Commercial General Liability, Commercial Automobile Liability and umbrella policies where applicable will include the City as an additional insured with respect to liability arising out of the performance of this contract. The City must be covered to the full policy limits, even if those limits of liability are in excess of those required by this Contract.

## **G.10. Acceptability of Insurers**

Contractors insurance shall have an "A.M. Best" rating of not less than A-VII. The City of Tucson in no way warrants that the required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

## **G.11. Verification of Coverage**

Contractor shall furnish the City of Tucson with certificates of insurance (ACORD form or equivalent approved by the City of Tucson) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.



All certificates and endorsements are to be received and approved by the City of Tucson before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the City's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Procurement Division.

The City of Tucson project/contract number and project description shall be noted on the certificate of insurance. The City of Tucson reserves the right to require complete copies of all insurance policies required by this Contract at any time.

## **G.12. Subcontractors**

Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City of Tucson separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

## **G.13. Exceptions**

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance.

## **H. STANDARD TERMS AND CONDITIONS**

### **H.1. ACCEPTANCE**

Mere physical receipt and inspection of goods or services by the City does not alter or affect the obligations of Contractor to provide goods and services that conform to all specifications of this Contract and the City may reject goods or services that are later found to be nonconforming.

### **H.2. ADVERTISING**

Contractor will not advertise or publish information concerning this Contract without prior written consent of the City's Business Services Director.

### **H.3. AFFIRMATIVE ACTION**

Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XII.

### **H.4. AMERICANS WITH DISABILITIES ACT (ADA)**

The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.

### **H.5. ARBITRATION**

Notwithstanding any other provision in this Contract, no agreement by the City to arbitrate a dispute is binding unless given expressly and in writing after execution of this Contract. However, if both parties agree, disputes may be resolved through arbitration following the process in A.R.S. § 12-1501, et seq. Contractor must continue to perform under this Contract without interruption, notwithstanding the provisions of this section.

### **H.6. ASSIGNMENT**

Contractor may not assign its rights or obligations under this Contract without the prior written permission of the City's Business Services Director. The City will not unreasonably withhold approval for a requested assignment.

### **H.7. CHILD/SWEAT-FREE LABOR POLICY**

The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.

### **H.8. COMMENCEMENT OF WORK**

Contractor will not commence any billable work or provide any material or service under this Contract until Contractor receives a purchase order or is otherwise directed to do so, in writing, by the City.

## **H.9. CONFIDENTIALITY OF RECORDS**

Contractor will establish and maintain procedures to ensure that no information contained in its records or obtained from the City or from others in carrying out its functions under this Contract is used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform its duties under the Contract, and will take appropriate measures to protect any personal identifying information of any individuals.

## **H.10. CONFLICTS OF INTEREST**

The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, Contractor with respect to the subject matter of this Contract. Termination will be effective when written notice from the City's Business Services Director is received by Contractor, unless the notice specifies a later time.

## **H.11. CONTRACT AMENDMENTS; ADDITIONAL WORK**

This Contract may only be amended by a written agreement signed by the parties. The City's Business Services Director or their designee may, on behalf of the City (1) approve and execute any amendments, change orders, or supplemental written agreements; and (2) grant time extensions or contract renewals. Except in the case of a documented emergency, Contractor will not perform any work under this Contract that exceeds the scope of work or contract amount unless a formal amendment or change order has first been approved and executed by the City.

## **H.12. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH**

Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.

## **H.13. DELIVERABLES PROPERTY OF CITY; NO LIENS**

All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City and may not be used or released by Contractor except with the City's prior written permission.

All deliverables supplied to the City under this Contract will be free of all liens and encumbrances.

## **H.14. DUPLEXED/RECYCLED PAPER**

Whenever practicable, all printed materials produced by Contractor in the performance of this Contract will be duplexed (two-sided copies), printed on recycled paper, and labeled as such.

## **H.15. ENTIRE CONTRACT; INTERPRETATION**

This Contract, which includes all the conditions and requirements set forth in the solicitation and all Amendments to the solicitation, all the Special Terms and Conditions and Standard Terms and Conditions, and all the terms of the submittal submitted by Contractor as finally negotiated and accepted by the City, constitutes the entire agreement of the parties regarding the services described in the Scope of Work and will prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

No course of prior dealings between the parties and no usage of the trade will be deemed to supplement or explain any term used in the Contract.

## **H.16. FEDERAL IMMIGRATION LAWS AND REGULATIONS**

Contractor warrants and will require each subcontractor performing work on this Contract to warrant that it will comply with all federal immigration laws and regulations that relate to its employees and with the requirements of A.R.S. § 23-214(A). A breach of this warranty will be deemed a material breach of this Contract that is subject to penalties up to and including termination of this Contract. City may inspect the records of any employee of Contractor or any subcontractor performing work on this Contract to monitor Contractor's and its subcontractors' compliance with this warranty.

## **H.17. FINANCIAL RECORDS AND AUDITS**

- A. Financial Controls and Accounting Records. Contractor will exercise internal controls over all financial transactions related to this Contract in accordance with sound fiscal policies. Contractor will maintain books, records, documents, and other evidence directly pertinent to the performance this Contract in accordance with generally accepted accounting principles and practices consistently applied, and other local, state or federal regulations.
- B. Retention Period. Contractor will maintain those records, together with related or supporting documents and information, at all times during the term of this Contract and for a period of 3 years after its expiration or termination.
- C. Audits. The City and its authorized representatives may, with advance written notice to Contractor, during the term of this Contract or thereafter during the above retention period, inspect and audit Contractor's books and records that relate to its operations under this Contract as well as those kept by or under the control of its agents, assigns, successors and subcontractors. The Contractor will, at its expense, make such books and records available for such inspection and audit during normal business hours at Contractor's office, place of business, or other agreed-upon location, or will provide copies by mail or electronically. The City may, as part of its examination, make copies of, or extracts from, all such books and records (in whatever form they may be kept, whether written, electronic, or other).
- D. Result of Audit. If, as a result of such audit, Contractor is liable to the City for the payment of any sum, Contractor will pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid, or the date of any overpayment by City, within 90 days after presentation of City's findings to Contractor. If the audit results in findings of fraud, misrepresentation, or non-performance, Contractor will

pay the City's costs of conducting the audit. The City's audit rights will survive the expiration or termination of this Contract.

- E. Subcontractors and Assigns. Contractor will include these Section H.31 requirements in every agreement with any agent, assign, successor, and subcontractor who provides construction, professional design services, goods or services under this Contract.

## **H.18. FORCE MAJEURE**

Except for payment of sums due, neither party will be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure does not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must notify the other party in writing of the delay as soon as practical, including when the delay commenced and its cause. The notice must make a specific reference to this article to fall within its protection. The delayed party must resume performance as soon as practicable and must notify the other party in writing when it has done so. The parties will modify the Contract to agree upon the period of time by which the excused delay extends any completion dates.

## **H.19. GRATUITIES**

The City may, by written notice to the Contractor, terminate this Contract if it finds that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by Contractor or any agent or representative of Contractor, to any officer or employee of the City to influence the award of this Contract or any determinations with respect to the performance of this Contract. In the event this Contract is terminated by the City pursuant to this provision, the City will be entitled, in addition to any other rights and remedies, to recover or withhold from Contractor the amount of the gratuity.

## **H.20. GOVERNING LAW AND VENUE**

This Contract is governed by, and the City and Contractor will have all remedies afforded to each by, the Tucson Procurement Code and the laws of the State of Arizona. State law claims regarding this Contract must be brought in Pima County Superior Court.

## **H.21. HUMAN RELATIONS**

Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.

## **H.22. INDEMNIFICATION**

To the fullest extent permitted by law, Contractor, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless City of Tucson, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, including claims of patent or copyright infringement, damages, losses, expenses, including but not limited to, attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and

handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Contractor's and Subcontractor's employees. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. The Contractor agrees to waive all rights of subrogation against the City of Tucson, it's agents, representatives, officers, directors, officials, employees and volunteers for losses arising from the work performed by the Contractor for the City of Tucson.

Contractor is responsible for compliance with the Patient Protection and Affordable Care Act (ACA), for its employees in accordance with 26 CFR §54. 4980H. Additionally, Contractor is responsible for all applicable IRS reporting requirements related to ACA. If Contractor or any of Contractor's employees is certified to the City as having received a premium tax credit or cost sharing reduction which contributes to or triggers an assessed penalty against the City, or Contractor fails to meet reporting requirements pursuant to section 6056 resulting in a penalty to City, Contractor indemnifies City from and shall pay any assessed tax penalty.

## **H.23. INDEPENDENT CONTRACTOR**

Neither party is the agent, employee, partner, joint venturer, or associate of the other. No employee or agent of one party will be deemed or construed to be the employee or agent of the other party for any purpose. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

## **H.24. INSPECTION AND ACCEPTANCE**

All materials and services provided to the City under this Contract are subject to final inspection and acceptance by the City. Any materials or services failing to conform to the specifications of this Contract must be promptly replaced or redone at Contractor's cost. Nonconforming goods or services may be deemed a default and result in Contract termination.

## **H.25. INTELLECTUAL PROPERTY**

If manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof ("Product") by Contractor in performing its duties under this Contract is determined to constitute infringement and if further manufacture, sale, or use of said Product is enjoined, Contractor will, at its own expense, either procure for the City the right to continue manufacture, sale, or use of that Product, replace it with an alternative non-infringing Product, or modify it so it becomes non-infringing.

If requested by City, Contractor will provide the City with satisfactory evidence of patent licenses or patent releases covering City-specified proprietary materials, equipment, devices or processes.

## **H.26. ISREAL BOYCOTT DIVESTMENT**

If this Contract has a value of \$100,000 or more, Contractor certifies that it is not currently engaged in, and will not during the term of this Contract engage in, a boycott of goods or services from Israel as defined in A.R.S. § 35-393.

## **H.27. LICENSES**

Contractor will maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract. Contractor will, at the request of the City at any time during the term of this Contract, give the City a valid copy of its business license or, if it is exempt, a written determination from the City Business License Section that a business license is not required.

## **H.28. NO WAIVER**

No provision in this Contract acts expressly or by implication as a waiver by either party of any existing or future right and/or remedy available at law in the event of any claim, default or breach of contract. If either party fails to insist upon the other's strict performance of any duty or condition under this Contract or fails to exercise or delays in exercising any right or remedy provided in this Contract or by law, or accepts nonconforming materials or services, that party will not be deemed to have waived its right to insist thereafter upon the strict performance of the Contract.

## **H.29. NON-DISCRIMINATION**

Contractor will comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Contract, including flow-down of all provisions and requirements to any subcontractors. During the term of this Contract, Contractor will not discriminate against any employee, client, or any other individual in any way because of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, and/or marital status.

## **H.30. NON-EXCLUSIVE CONTRACT**

This Contract is for the sole convenience of the City, which may obtain like goods or services from other sources.

## **H.31. OVERCHARGES BY ANTITRUST VIOLATIONS**

To the extent permitted by law, Contractor hereby assigns to the City any and all claims that Contractor has for overcharges by any subcontractor or supplier of goods or services used by Contractor to fulfill this Contract that relate to antitrust violations.

## **H.32. PAYMENT**

- A. **Form of Payment.** Unless otherwise specified elsewhere in this Contract, the City is permitted to make payments to Contractor using any lawful method of payment, including check/warrant, credit card, or electronic funds transfer.

- B. **Invoices.** Unless City pays by credit card at time of order or point of sale, Contractor will issue to the City a separate invoice for each shipment of materials or provision of services under this Contract, and City will issue no payment prior to receipt of the goods or services and the related invoice. The invoice may not be dated prior to the receipt of goods or completion of services.
- C. **Timing of Payments.** The City will make commercially reasonable efforts to process payments due under this Contract within 21 calendar days after receipt of materials or services and a correct invoice.
- D. **Payment Discounts.** Any early- or timely-payment discounts included in Contractor's submittal will apply to all payments under this Contract. The payment period for purposes of determining whether the discount applies to a particular payment will begin on the date the City receives the materials/service or a correct invoice for the materials/service, whichever is later, and will end on the date City's payment is issued. Unless freight and other charges are itemized, the discount will be calculated using the full invoice amount.

### **H.33. PROTECTION OF CITY PROPERTY**

If this Contract requires Contractor to perform any work on City-owned property, Contractor will use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on the property. Contractor will replace or repair any damage caused by Contractor or any employee, agent, or subcontractor of Contractor, at no expense to the City. If Contractor fails or refuses to make such repair or replacement, the City will estimate the cost of repair and, upon receiving an invoice from the City for that estimated cost, Contractor will pay the City the invoiced amount. City may, at its discretion, instead deduct the amount from any payments due Contractor under this or any other City contract.

Contractor will, during the course of its work on City property, keep the work area, including any storage areas used by the Contractor, free from accumulation of waste material or rubbish. Upon completion of the work, Contractor will leave the work area in a clean and neat condition, free of any debris, and will remove any non-City-owned materials or equipment or other personal property that it has caused to be located on the City property.

### **H.34. PROVISIONS REQUIRED BY LAW**

This Contract will be deemed to include every provision required by law to be included. If through mistake or otherwise any such provision is not included, or is included incorrectly, then upon request by either party the parties will amend the Contract to insert or correct the required provision.

### **H.35. RECORDS**

Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. Contractor shall maintain books, records, documents, and other evidence directly pertinent to the performance of the Work under this Contract in accordance with generally accepted accounting principles and practices consistently applied and other applicable local, state or federal regulations.



Contractor shall, at all times during the term of this Contract and for a period of three years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials.

Contractor shall ensure City has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts or agreements relate to fulfillment of the Contractor's obligations to City.

### **H.36. RIGHT TO AUDIT**

The City and its authorized representatives shall have the right, upon reasonable written notice to Contractor, to cause an audit to be made of the Contractor's books and records which relate to its operations under this Contract. The audit shall be limited to the term of this Contract. The City shall have the right to examine and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors and subcontractors. Such records shall include, but not be limited to, accounting records, subcontractor records, payment vouchers and invoices.

The Contractor shall at any time requested by City, whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by City. Such records shall be made available to City during normal business hours at the Contractor's office, place of business, an agreed to location, mailed or provided electronically.

If, as a result of such audit, the Contractor is liable to the City for the payment of any sum, Contractor shall promptly pay such sum to the City together with interest thereon at the rate of one percent (1%) per month from the date such sums should have been paid. Payment shall be made within 90 days from presentation of City's findings to Contractor.

If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, City may recoup the costs of the audit work from the Contractor. The City's rights under this provision shall survive the expiration or termination of the Contract

### **H.37. RIGHT TO ASSURANCE**

If a party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of their intent to perform. In the event that a demand is made and no written assurance is given within 5 business days, the demanding party may treat this failure as a default.

### **H.38. RIGHT TO INSPECT**

The City may from time to time during normal business hours, at the City's expense, inspect the Contractor's or any subcontractor's place of business at which work under this Contract is being performed.

### **H.39. SEVERABILITY**

The provisions of this Contract are severable. If any provision or application of a provision of this Contract is held to be invalid, that will not affect the validity of any other provision or application of a provision that can remain meaningfully effective without the invalidated provision or application.

### **H.40. SHIPMENT UNDER RESERVATION**

No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.

### **H.41. SUBCONTRACTS**

Contractor may not enter into any subcontracts for work under this Contract without the advance written approval of the City's Business Services Director. All subcontracts will incorporate all the terms and conditions of this Contract. Contractor is responsible for contract compliance and quality of work of any subcontractors used.

### **H.42. TERMINATION OF CONTRACT**

- A. For Convenience. The City may terminate this Contract at any time, with or without cause, with 30 days' advance written notice to Contractor. If the City terminates the Contract, it will be liable only for payment for services rendered and accepted before the effective date of the termination.
- B. For Cause. The City may terminate this Contract if any Contractor representation or warranty is found to have been inaccurate when made or is no longer accurate, or if Contractor fails to carry out or abide by any term or condition of the Contract and fails to remedy the problem within 10 days after receipt of notice of default from the City for monetary defaults, or within 30 days after notice if the default is non-monetary.
- C. Non-Appropriation. Each payment obligation of the City created by this Contract is conditioned upon the availability of funds that are appropriated or allocated for the payment of such obligation. If funds are not appropriated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will endeavor to notify Contractor in the event that continued service will or may be affected by non-appropriation. No penalty will accrue to the City in the event this provision is exercised, and the City will not be liable for any future payments due or for any damages as a result of termination under this paragraph.

### **H.43. TITLE AND RISK OF LOSS**

The title and risk of loss of any goods provided under this Contract will not pass to the City until the City actually receives the goods at the point of delivery and thereafter accepts them. No tender of a bill of lading will operate as a delivery of the materials.

## I. EVALUATION PHASES

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Method of Approach - National Program</b></p> <p>A. Provide a response to the national program.</p> <p>1. Include a detailed response to Attachment 1, Exhibit A, OMNIA Partners Response for National Cooperative contract. Responses should highlight experience, demonstrate a strong national presence, describe how offeror will educate its national sales force about the contract, describe how products and services will be distributed nationwide, include a plan for marketing the products and services nationwide, and describe how volume will be tracked and reported to OMNIA Partners.</p> <p>2. The successful offeror will be required to sign Attachment 1, Exhibit B, OMNIA Partners Administration Agreement. The Agreement shall be signed no later than issuance of the City of Tucson's Notice of Intent to Award letter. Offerors should complete all reviews of the document prior to submitting a response. Offeror's response should include any proposed exceptions to the OMNIA Partners Administration Agreement.</p>	N/A	N/A

<p>2.</p>	<p><b>Method of Approach - General Requirements</b></p> <p>A. Provide a detailed written response to each requirement describing how your offer will meet the General Requirements of this solicitation for the City of Tucson and the national program.</p> <p>B. Describe your delivery commitment. If manufacturer is responding, describe how reseller will meet the delivery commitment:</p> <ol style="list-style-type: none"> <li>1. What is your fill rate guarantee?</li> <li>2. What are your delivery days?</li> <li>3. Do you offer next day delivery?</li> <li>4. How do you facilitate emergency orders?</li> <li>5. Are shipping charges exempt for ALL who use this contract?</li> <li>6. Describe how problems - such as a customer ordering a wrong product; a customer receiving a defective product; etc. is resolved.</li> <li>7. Describe how products will be distributed to the City of Tucson and nationwide. Provide the number, size and location of distribution facilities, warehouses and retail network as applicable.</li> </ol> <p>C. Describe your ordering capacity (telephone, fax, internet, etc.). Provide details of the capabilities of your E Commerce website including ability to display contract pricing, on-line ordering, order tracking, search options, order history, technical assistance, lists, technical data and documentation, identification of alternate products, etc. If a manufacturer is responding, describe how the City and other agencies wishing to purchase from the contract will make a purchase. For example, are orders placed directly with the manufacturer or with resellers? If resellers, indicate the authorized resellers for any subsequent contract.</p>	<p>N/A</p>	<p>N/A</p>
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	<p>D. Describe your invoicing process. Is electronic invoicing available? Is summary invoicing available? Are there other options on how an agency receives an invoice? Submit sample invoices.</p> <p>E. Describe how your firm measures performance including identification, calculation, tracking and reporting of measurements. What is your stock fill percentage rate, by line item, of the orders filled without backorders?</p> <p>F. State any return and restocking policy, and any fees, if applicable associated with returns.</p> <p>G. Submit additional information that will aid the City in evaluating your proposal.</p>		
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<p>3.</p>	<p><b>Method of Approach - Product Requirements</b></p> <p>A. Provide a detailed written response to each requirement describing how the products offered will meet the Product Requirements of this solicitation for the City of Tucson and the national program. Offerors shall identify and describe their categories. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the products available from the manufacturer and products available from reseller. For each proposed category, describe in detail and provide at a minimum the following types of information:</p> <ol style="list-style-type: none"> <li>1. Identification and description of product categories offered</li> <li>2. Identification and description of sub categories</li> <li>3. Identification and description of manufacturers within each sub category.</li> </ol> <p>B. Describe how your firm will notify customers of new products.</p> <p>C. Describe the equipment solutions that are available that reduce the extreme heat that adversely impacts and prevents the proposed equipment from operating.</p> <p>D. Submit additional information that will aid the City in evaluating your proposal.</p>	<p>N/A</p>	<p>N/A</p>
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<p>4.</p>	<p><b>Method of Approach - Service Requirements</b></p> <p>A. Provide a detailed written response to each requirement describing how the services offered will meet the Service Requirements of this solicitation for the City of Tucson and the national program. For each proposed category, describe and/or provide details explaining your capabilities. In your response include information such as:</p> <ol style="list-style-type: none"> <li>1. Policies and programs detailing your efforts in these areas.</li> <li>2. Literature explaining your capabilities.</li> </ol> <p>B. Describe how services will be distributed to the City of Tucson and nationwide. If a manufacturer is responding and proposing resellers the manufacturer should clearly identify the services provided by the manufacturer and services provided by the reseller.</p> <p>C. Describe the types of customer service available to agencies that use this contract:</p> <p>D. Will the City of Tucson and Participating Agencies be assigned a dedicated service representative and/or a dedicated service team? If a manufacturer is responding, provide a representative at the manufacturer level and for each reseller. If a dedicated customer service representative and/or team are assigned, what types of services does the representative/team provide? How do you help the customer manage our account?</p> <p>E. How are problems resolved?</p> <p>F. What response time is guaranteed when a customer service request is made?</p> <p>G. Do you measure/track the success of your customer service program? If so, how do you do this, and what are your findings?</p> <p>H. Describe if technical support questions are handled the same way as a customer service request? If not, describe the type(s) of technical support</p>	<p>N/A</p>	<p>N/A</p>
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	<p>available, the location of technical support, and the hours of technical support.</p> <p>I. Submit additional information that will aid the City in evaluating your proposal.</p> <p>J. What is the turnaround time for repairs? Describe the process. Are loaner products available?</p> <p>K. Describe the warranty period of products. Submit information on your warranty programs.</p>		
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<p>5.</p>	<p><b>Method of Approach - Technology Requirements</b>          Describe your website and the ease-of-use for customers to perform the following types of tasks: to search for products; to find alternate products (if a certain product is not available); to perform side-by-side price comparison to products; to order products; to order products in advance (i.e., how far in advance of required delivery date can an order be placed?); to track order status, to include backordered items; to determine when an item was received and who received it; to restrict/block the ordering of certain line items and to restrict/block the ordering of groups; to create approval paths/levels for orders, to include creating an approval path for restricted items; to create a "favorites" list or other personalized list of frequently ordered items; to create a "shared" list for an agency to use; to obtain online customer service; to receive online training; to accept credit card payment (and describe the level of data offered; also describe your security measures for credit card orders); to track their budget for purchases; to generate reports</p> <p>Describe additional functionality offered by your website.</p> <p>Describe the hours your website is applicable?</p> <p>What are your hours of downtime, such as for system maintenance?</p> <p>Does your website offer real time product availability?</p> <p>If volume discounts are proposed, does your website automatically offer the order size incentive? For example, if an order reaches a certain amount, is a volume discount automatically offered and, if so, how is that conveyed to the customer?</p> <p>Describe the types of email confirmations that your website generates. What events trigger an email going to the customer?</p> <p>Describe the registration process to set up new customers for your online ordering process. Is self-registration available? If an agency does not want self- registration, are you available to assist in the registration process?</p> <p>Describe if your website can be customized for an agency's specific needs, such as placing our logo on your website, associating an agency blanket purchase order number on all orders, creating a bulletin board or other place to display</p>	<p>N/A</p>	<p>N/A</p>
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	<p>customized messages, displaying approved configurations, naming certain fields (i.e., user defined fields), etc.</p> <p>Describe the types of online reporting that are available. Is customized reporting available?</p> <p>Describe your online return process (if available).</p> <p>Describe any third-party integration that you have successfully implemented. For example, is your website integrated with any third-party procurement, financial, or purchasing/credit card systems?</p> <p>Describe your strategic vision for your website – i.e., Is new functionality expected to be added? If so, describe the functionality and the timeline for implementation. How often is the web redesigned? As technology evolves (for example, new search engines are more robust), does your website evolve, too? Etc.</p>		
6.	<p><b>Method of Approach - Reporting Requirements</b></p> <p>Contractor shall provide and supply customized usage reports upon request from the City of Tucson or any Participating Agency. At a minimum, the reports shall include the item number, item description, manufacturer number, total quantity ordered, number of orders and total spend for the requested time period. At a minimum, the City of Tucson requires an annual report within 30 calendar days of each contract years end date.</p>	N/A	N/A

<p>7.</p>	<p><b>Price Proposal</b></p> <ul style="list-style-type: none"> <li>A. Provide price proposal as requested on the Price Page attached herein.</li> <li>B. Provide details of and propose more aggressive pricing for volume orders, special manufacturer's offers, minimum order quantity, free goods programs, total annual spend, etc.</li> <li>C. Describe any government rebate programs that are offered.</li> <li>D. Provide information on any ordering methods – such as electronic ordering or payment via pCard or EFT – or other criteria which entitle the using agency to additional discounts off of a manufacturer's price list. If so, please provide the percentage discount.</li> <li>E. The City anticipates new products within the categories described herein will be automatically available to Participating Public Agencies at the same proposed pricing methodology indicated above. If new products become available and will not be offered at the same pricing methodology describe the proposed verifiable pricing formula or guaranteed discount matrix for new products introduced.</li> </ul>	<p>N/A</p>	<p>N/A</p>
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<p>8.</p>	<p><b>Qualifications &amp; Experience</b></p> <p>A. Provide a brief history and description of your firm.</p> <p>B. Offeror is a reseller, provide proof your firm is an authorized reseller.</p> <p>C. Provide a summarization of your experience in performing work similar to that outlined in this solicitation. Provide a minimum of three references for which your firm has provided the same solution (please include company name, address, contact person, phone number and email address). References from other public agencies, particularly municipal governments, with similar environmental conditions as the City of Tucson are preferred.</p> <p>D. Provide resumes and three references (preferably from the public sector) for the primary customer service representative(s). Resume(s) shall include their title within the organization, a description of the type of work they would perform, the individuals' credentials, background, years of experience and relevant experience, etc. References shall include the contact's name, phone number, email, position, organization, and the work which the Offeror performed for the reference.</p>	<p>N/A</p>	<p>N/A</p>
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## J. VENDOR QUESTIONNAIRE

### J.1. Discounts

As stated in the Instructions to Offerors. Discounts, the price(s) herein can be discounted by \_\_\_\_\_%, if payment is made within \_\_\_\_\_ days. These payment terms shall apply to all purchases and to all payment methods.

### J.2. City of Tucson Business License

Does your firm have a City of Tucson Business License?

If yes, please provide a copy of your City of Tucson Business license in the next question.

#### City of Tucson Business License

If yes on the above question please upload your business license.

### J.3. Credit Card Payment

#### Will payment be accepted via commercial credit card?

- Yes
- No

#### If yes, can commercial payment(s) be made online?

- Yes
- No
- N/A

#### Will a third party be processing the commercial credit card payment(s)?

- Yes
- No
- N/A

#### If yes, indicate the flat fee per transaction \$\_\_\_\_\_ (as allowable, per Section 4.9 of the MasterCard Transaction Processing Rules).

#### If "no" to above, will consideration be given to accept the card?

- Yes
- No
- N/A

#### **J.4. Forms to be filled out**

Please ensure that all required information is included with your offer.

- A. Technical Proposal
- B. Pricing Proposal
- C. Offer and Acceptance Form

#### **Technical Proposal**

Please upload your Vendor Response to Evaluation Criteria.

#### **Pricing Proposal**

Please upload your Pricing Proposal (if applicable).

#### **Offer and Acceptance Form\***

Please upload the signed Offer and Acceptance Form.

\*Response required

## OFFER AND ACCEPTANCE

### OFFER

**TO THE CITY OF TUCSON:**

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

\_\_\_\_\_  
Company Name

Name: \_\_\_\_\_

\_\_\_\_\_  
Address

Title: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

Printed Name

E-mail: \_\_\_\_\_

\_\_\_\_\_  
Title

### ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Contract. This Contract shall be referred to as Contract No. \_\_\_\_\_.

**CITY OF TUCSON**, a municipal corporation

Approved as to form:

Awarded:

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
As Tucson City Attorney and not personally  
personally

\_\_\_\_\_  
As Director of Business Services and not